

CITY OF SURREY

BYLAW NO. 20039

A bylaw to authorize the City of Surrey to enter into a Housing Agreement
.....

WHEREAS the City of Surrey has received an application to enter into a housing agreement;

AND WHEREAS Section 483 of the Local Government Act, R.S.B.C. 2015 c.1, as amended (the "Local Government Act"), empowers the Council or the City of Surrey to enter into a housing agreement.

NOW, THEREFORE, the Council of the City of Surrey, enacts as follows:

1. The City of Surrey is hereby authorized to enter into a housing agreement in the form attached as Schedule A and forming part of this Bylaw (the "Housing Agreement") with the following party:

Provincial Rental Housing Corporation
1701 - 4555 Kingsway
Burnaby, BC V5H 4V8

and with respect to that certain parcel of lands and premises, in the City of Surrey, more particularly known and described as:

Parcel Identifier: 004-092-902
Lot 151 Section 30 Block 5 North Range 1 West New Westminster District Plan 50505
Except Part in Plan BCP33452

14706 - 104 Avenue

(the "Lands");

2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.
3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.

4. This Bylaw shall be cited for all purposes as "Provincial Rental Housing Corporation Authorization Bylaw, 2020, No. 20039"

PASSED FIRST READING on the 24th day of February, 2020.

PASSED SECOND READING on the 24th day of February, 2020.

PASSED THIRD READING on the 24th day of February, 2020.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 6th day of April, 2020.


_____ MAYOR


_____ CLERK

CITY OF SURREY
HOUSING AGREEMENT

THIS AGREEMENT made the 26 day of March, 2020.

BETWEEN

CITY OF SURREY; a Municipal Corporation having its municipal offices at
13450-104 Avenue, Surrey, British Columbia V3T 1V8

(the "City")

OF THE FIRST PART

AND:

PROVINCIAL RENTAL HOUSING CORPORATION

(Inc. No. 52129), having offices at 1701 - 4555 Kingsway, Burnaby, British
Columbia V5H 4V8

("PRHC")

OF THE SECOND PART

WHEREAS:

- A. The City of Surrey is the registered owner of those certain lands and premises located at 14706 104 Avenue, in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: 004-092-902

Lot 151 Section 30 Block 5 North Range 1 West New Westminster District Plan 50505
Except Part In Plan BCP33452

(the "Lands");

- B. PRHC proposes to lease the Lands from the City and to construct a modular housing building thereon containing 61 Dwelling Units for occupancy by Eligible Occupants and other support services, including but not limited to, a common kitchen, common rooms, meeting rooms, health care-related treatment rooms, lounge and dining areas, storage and offices (collectively, the "Development");
- C. Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, authorizes the City by by-law to enter into an agreement in respect of the provision, tenure, management and operation of affordable housing.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to PRHC (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- (a) "Agreement" means this Housing Agreement and any amendments to or modifications of the same;
 - (b) "Dwelling Unit" means accommodation providing sleeping, washrooms, and a kitchen intended for residential use and is occupied and/or available for occupancy by an Eligible Occupant or the Resident Building Caretaker;
 - (c) "Eligible Occupant" means a person who, prior to becoming a tenant in the Development, was homeless or at-risk of being homeless or meets the income or housing criteria prescribed from time to time by British Columbia Housing Management Commission or its successor, and continues to meet those income or housing criteria throughout their tenancy;
 - (d) "Resident Building Caretaker" shall mean a person who is employed by the operator of the Development to manage the Development and for whom a maximum of one Dwelling Unit may be designated as a residence; and
 - (e) "Term" shall mean the period commencing on the date on which this Agreement has been signed by all parties to it and continuing in full force and effect for the number of years specified as the Term in the lease of the Lands between the City and PRHC.
- 1.2 The captions, section numbers and article numbers appearing in this Agreement are inserted for convenience of reference and shall in no way define, limit, construe or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 1.3 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms and corporations and vice versa.
- 1.4 Unless otherwise stated, a reference in this Agreement to a numbered or lettered article, section, paragraph or clause refers to the articles, section, paragraph or clause bearing that number or letter in this Agreement.
- 1.5 The words "hereof", "herein" and similar expressions used in any section, paragraph or clause of this Agreement shall relate to the whole of this Agreement and not to that section, paragraph or clause only unless otherwise expressly provided.

2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS

- 2.1 During the Term, only an Eligible Occupant may occupy any Dwelling Unit, with the exception of one Dwelling Unit which may be occupied by the Resident Building Caretaker.
- 2.2 Within 30 days of a written request from the City, Registered Owner of the Lands PRHC will provide to the City such supporting documents as the City may reasonably require confirming that a tenant is an Eligible Occupant and a report in writing confirming that all Dwelling Units are being rented in accordance with this Agreement..
- 2.3 During the Term, the Development shall not be stratified.

3. LIABILITY

3.1 The PRHC will indemnify and save harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reasons of or arising out of failure of the PRHC to comply with the terms and conditions of this Agreement.

INDEMNITY CLAUSE
REVIEWED BY LEGAL SERVICES

PC

3.2 Provided the City is in compliance with the terms and conditions of this Agreement, the PRHC hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the PRHC Lands now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.

4. NOTICE

4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

(a) as to the City:

City of Surrey
13450-104 Avenue
Surrey, British Columbia V3T 1V8
Attention General Manager, Planning and Development Department

(b) as to PRHC:

Provincial Rental Housing Corporation
1701 - 4555 Kingsway
Burnaby, British Columbia V5H 4V8
Attention: Manager, Real Estate Services

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

4.2 It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be delivered and not mailed.

5. GENERAL

5.1 Nothing in this Agreement:

(a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the uses or subdivision of land; and


(b) relieves the PRHC from complying with any enactment, including the City's by-laws.

- 5.2 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 5.3 Time is of the essence of this Agreement.
- 5.4 This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.
- 5.5 If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 5.6 Upon request by the City, the PRHC will promptly do such acts and execute such documents as the City may reasonably require, in the opinion of the City, to give effect to this Agreement.
- 5.7 This is the entire Agreement between and among the parties concerning the subject matter of this Agreement and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 5.8 This Agreement may be enforced by prohibitory and mandatory court order of the Court. In any action to enforce this Agreement, the City shall be entitled to court costs on a solicitor and own client basis.
- 5.9 This Agreement shall ensure to the benefit of and be binding upon the PRHC and its successors and assigns and all parties claiming through them and this Agreement shall ensure to the benefit of and be binding upon the City and its successors and assigns. This Agreement shall charge and run with the Lands.
- 5.10 No previous registered owner of the Lands will be liable for any default in the performance or observance of this Agreement occurring after such party ceases to hold an ownership interest in the Lands.


IN WITNESS WHEREOF the City of Surrey and Provincial Rental Housing Corporation have executed this Agreement under seal of their duly authorized officers as of the reference date of this Agreement.

CITY OF SURREY

by its authorized signatories:




Jennifer Ficocelli, City Clerk
City of Surrey

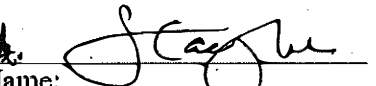


Name: DOUG MCCALLUM
Title: MAYOR

PROVINCIAL RENTAL HOUSING CORPORATION

by its authorized signatory(ies):


Name: Angela Cooke
Title: Director


Name: Stacey Lee
Title: Director

19-0164 Housing Agreement Draft (101 St. Gullford Surrey) 16Jan2020.doc
CS 2/18/2020